

RECORDATION NO. 377/2 Filed & Recorded

JUN 10 1970 - 10 00 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT, dated as of May 1, 1970 between VINEYARD CAR CORPORATION, a New York corporation (hereinafter called the "Corporation"), and VINEYARD CAR COMPANY, a Connecticut limited partnership (hereinafter called the "Partnership").

WHEREAS, the Corporation has entered into Conditional Sale Agreements, dated as of May 1, 1970 (hereinafter called the "Conditional Sale Agreements"), with General Motors Corporation (Electro-Motive Division), The Darby Products of Steel Plate Corporation and Thrall Car Manufacturing Company (hereinafter referred to as the "Manufacturers"), respectively, and The Kansas City Southern Railway Company, providing for the sale to the Corporation of the railroad equipment described in Annex B to the respective Conditional Sale Agreements (said equipment being hereinafter referred to as the "Equipment"), and

WHEREAS, the Corporation has entered into a Lease, dated as of May 1, 1970 (hereinafter called the "Lease"), with The Kansas City Southern Railway Company (hereinafter called the "Lessee"), as Lessee, providing for the lease of the Equipment to the Lessee, and

WHEREAS, the Corporation, in entering into the Conditional Sale Agreements and the Lease, was acting,

and in acquiring the Equipment pursuant to the Conditional Sale Agreements will be acting, as nominee for the Partnership pursuant to a Nominee Agreement, dated as of the date hereof (hereinafter called the "Nominee Agreement"), between the Corporation and the Partnership, the Partnership being the beneficial owner of the entire interest of the Corporation in and to the Conditional Sale Agreements, the Lease and the Equipment, and

WHEREAS, none of the Equipment has as yet been delivered under the Conditional Sale Agreements,

NOW, THEREFORE, THIS ASSIGNMENT WITNESSETH:
That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Partnership to the Corporation, the receipt of which is hereby acknowledged, as well as the mutual covenants herein and in the Nominee Agreement contained:

1. The Corporation hereby assigns, transfers and sets over unto the Partnership, its successors and assigns, subject, however, to the rights and remedies of the Manufacturers and their assigns under the Conditional Sale Agreements and to the rights of the Lessee under the Lease:

(a) all the right, title and interest
of the Corporation in and to each unit of
the Equipment, and

(b) all the right, title and interest of the Corporation in and to, and all of the rights, powers, privileges and remedies of the Corporation under, the Conditional Sale Agreements and the Lease.

2. It is understood and agreed that neither the Partnership nor any of its partners assumes any of the obligations of the Corporation under the Conditional Sale Agreements or the Lease, such obligations being and remaining solely corporate obligations of the Corporation in respect of which neither the Partnership nor any of its partners shall have any personal liability whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

VINEYARD CAR CORPORATION

BY *Thos. A. Kelly*
President

Attest:

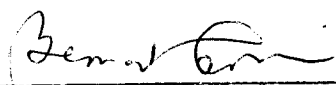
Edmond St. Armand
Secretary

VINEYARD CAR COMPANY

BY *John S. Gresh*
A General Partner

STATE OF NEW YORK)
 :
COUNTY OF NEW YORK) ss.:

On this 8th day of June , 1970, before
me personally appeared THOMAS A. KENNY, to me personally
known, who, being by me duly sworn, says that he is the
President of VINEYARD CAR CORPORATION, that one of the
seals affixed to the foregoing instrument is the corporate
seal of the said corporation, that said instrument was
signed and sealed on behalf of said corporation by authority
of its Board of Directors, and he acknowledged that the ex-
ecution of the foregoing instrument was the free act and
deed of said corporation.




Notary Public

BERNARD PERIN
NOTARY PUBLIC, State of New York
No. 41-8325475
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1972

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 8th day of June , 1970, before
me personally appeared JOHN S. GUEST, to me known, who,
being by me duly sworn, says that he is one of the
general partners of VINEYARD CAR COMPANY, that said
instrument was signed on behalf of said partnership,
VINEYARD CAR COMPANY, pursuant to due authority, and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said partnership.



Notary Public

BERNARD PERIN
NOTARY PUBLIC, State of New York
No. 41-8325475
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1972